the article contained no sodium salicylate; and certain statements in the labeling, which included the enclosed booklet referred to above, were false and misleading, since the statements represented and suggested that the article when used in conjunction with *Tablets No. 1* and *Tablets No. 3* would be effective to eliminate pain caused by rheumatism, arthritis, neuritis, sciatica, and leg cramp, and to improve health, vigor, and endurance; that when used alone and in conjunction with *Tablets No. 1*, it would be effective to activate the liver, to produce more bile, and to improve assimilation; and that when used with *Tablets No. 3*, it would be effective to maintain normal health. The article would not be effective for such purposes. Further misbranding, Section 502 (e) (2), the article was not designated solely by a name recognized in an official compendium and was fabricated from two or more ingredients; its label failed to bear the common or usual name of each active ingredient since the article contained as one of its active ingredients, phenolphthalein, and the label failed to declare the presence of phenolphthalein; and the article contained the alkaloids of atropine, hyoscine, and hyoscyamine, as constituents of belladonna, and its label did not bear the name and quantity or proportion of the said alkaloids, nor did the label bear, in lieu thereof, the quantity or proportion of the total alkaloids contained as constituents of belladonna.

Tablets No. 3. Misbranding, Section 502 (a), certain statements in the labeling of the article, which included the above-mentioned booklet, were false and misleading. Such statements represented and suggested that the article when used in conjunction with *Tablets No. 1* and *Tablets No. 2*, would be effective to eliminate pains caused by rheumatism, arthritis, neuritis, sciatica, and leg cramp; that when used alone and in conjunction with the other tablets, the article would be effective to improve health, vigor, and endurance; and that when used in conjunction with *Tablets No. 2*, it would be effective to maintain normal health. The article would not be effective for such purposes.

DISPOSITION: September 24, 1948. Pleas of guilty having been entered, the court imposed a fine of $120 against the partnership and $80 against the individual, together with costs.

2517. Adulteration and misbranding of Cal-Par. U. S. v. Hood Products Corp. and Charles H. Fingerhood. Pleas of guilty. Fine of $1,000 against defendants jointly. (F. D. C. No. 6504. Sample No. 61018-E.)

INFORMATION FILED: April 6, 1944, Southern District of New York, against the Hood Products Corp., New York, N. Y., and Charles H. Fingerhood, an officer of the corporation.

ALLEGED SHIPMENT: Between May 10 and 14, 1941, from the State of New York into the State of Washington.

PRODUCT: Microscopic examination showed that the product contained wheat germ, wheat bran, wheat flour, and crystalline material. It contained also compounds of calcium and iron.

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from, and its quality fell below, that which it purported and was represented to possess. The article was represented to contain 1.8 grams of phosphorus per two heaping teaspoonfuls, whereas it contained not more than 0.476 gram of phosphorus per two heaping teaspoonfuls.

Misbranding, Section 502 (a), the label statement "Two Heaping Teaspoonfuls supply approximately * * * 1.8 Grams of Phosphorus" was false and misleading, since the article contained not more than 0.476 gram of phosphorus per two heaping teaspoonfuls.

Further misbranding, Section 502 (a), certain statements on the label and in an accompanying leaflet, circular, and display card, were false and misleading. These statements represented and suggested that the article when used as directed by a specified plan, would be efficacious in reducing weight; that it would supply the average person's daily needs of phosphorus; that by supplying calcium it would promote strong teeth, sturdy bones, firm flesh, and pliant muscles; that by supplying phosphorus it would promote the most highly efficient brain cells; that by supplying iron it would aid the red corpuscles of the body to function; that the article would supply the necessary elements of nutrition to increase weight; that the daily use of the article would supply

the amount of calcium, phosphorus, iron, and vitamin D required daily by the average person; that the article would bring the body of an underweight person up to normal; that when a reducing diet was used, the article would supply the calcium, phosphorus, iron, and vitamin D, and the necessary additional quantities of the vitamins A, B_1, and G, which the body requires because of the reduction in calories which results from the reducing diet; that when a reducing diet was used, the article when administered in accordance with the Cal-Par Reducing Plan for Eating, would prevent nervousness, tiredness, sleeplessness, and lack of pep and vigor by supplying the body's daily requirements of calcium, phosphorus, iron, and vitamin D; that the use of the article in the absence of glandular or organic complications, would take off surplus fat; that two heaping teaspoonfuls taken daily would supply the average person's daily requirements of phosphorus; that the article was a necessary part of practically every reducing diet; that it would prevent the undermining of health of persons following a reducing diet; that it would enable persons to reduce easily with no undue hardship; that it would help to build sturdy bones and strong teeth; that if used daily, it would supply the amounts of calcium, phosphorus, iron, and vitamin D to bring the body of underweight persons up to normal; that the use of the article in accordance with a specified 7-day reducing plan, would cause the loss of at least 8 pounds per week; that when used in accordance with a specified special reducing plan, the article would cause the body to lose as much as 18 pounds in 12 days; that the article would supply mineral and vitamin deficiencies to the system; that it would supply necessary minerals and vitamins to the system and thereby prevent heart trouble, nervous disorders, kidney ailments, liver ailments, digestive upsets, eye afflictions, and many other ailments which may be a direct result of a lack of certain vitamins and minerals; that it would prevent ailments of the teeth and bones and decay of the teeth by supplying calcium; that it would help in the building of strong teeth and firm bones, in aiding the blood to keep its proper balance between acidity and alkalinity, and in nourishing the nerves and brain; that it would be efficacious in the cure, mitigation, treatment, or prevention of anemic, rundown conditions; that it would be of great advantage to build up resistance to disease; that the use of the article by women during pregnancy would cause the child to be born well-formed and in good health; and that the use of the article would be efficacious in the cure, mitigation, treatment, or prevention of sinus trouble, rheumatism, and arthritis. The article would not fulfill the promises of benefit stated and implied.

The article was alleged also to be adulterated and misbranded under the provisions of the law applicable to foods, as reported in notices of judgment on foods.

DISPOSITION: October 8, 1948. Pleas of guilty having been entered, the court imposed a fine of $1,000 against the defendants jointly.

2518. Adulteration of isotonic solution of sodium chloride. U. S. v. 22 Cartons * * *. (F. D. C. No. 25353. Sample No. 1043–K.)

LIBEL FILED: August 10, 1948, Southern District of Florida.

ALLEGED SHIPMENT: On or about January 28, 1948, from Cleveland, Ohio.

PRODUCT: 22 cartons, each containing 6 1,000-cc. flasks, of *isotonic solution of sodium chloride*. The product was contained in hermetically sealed flasks and was intended for intravenous injection.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Sterile Isotonic Sodium Chloride Solution for Parenteral Use," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, and its quality and purity fell below the official standard, since it was contaminated with undissolved material. The article was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: November 12, 1948. Default decree of forfeiture and destruction.

2519. Adulteration of isotonic solution of three chlorides and isotonic solution of sodium chloride. U. S. v. 54 Flasks, etc. (F. D. C. No. 25344. Sample Nos. 10603–K, 10608–K.)

LIBEL FILED: August 5, 1948, District of New Jersey.

ALLEGED SHIPMENT: On or about June 21 and 30, 1948, by the Continental Pharmacal Co., from Cleveland, Ohio.